

MORE LIKE US?

ARLEN APPLEFORD

Recently, UC-AFT contributed one thousand dollars to help a union member and UCR professor, demoted at the request of the chancellor, wage a finally successful attempt at reinstatement to rank and recovery of lost salary.

The contribution represents a departure from a longstanding policy of UC-AFT and its affiliates, which do not ordinarily help employees in suits against employers that involve cash settlements or disputes about rank; and it represents a further departure from policy in that it is a contribution to an employee outside the bargaining unit.

With its limited funds, the union has focused always on the jobs of unit members themselves -- either saving them, or restoring them to those wrongfully terminated. And yet, in increasing numbers, UC-AFT has been asked for, and given, cash contributions to ladder faculty, such as Professor Sarkis Khoury of the Gary Anderson Graduate School of Management, who have become vulnerable to unfair labor practices because of the weakness of present professional mechanisms protecting tenured faculty from their employer.

Although there may have been a time when the University was an employer of good will, a time when faculty and administration formed a community respectful of consensus,

this seems now to be less and less the case.

More and more, the rule of governance resembles the hierarchical model of administrative dictate.

This has been shown graphically in the recent bifurcation over affirmative action, in which the Regents as the supreme authority in the University abolished a practice widely supported by the faculty, whose protests were ignored despite a tradition in the University of "shared governance." It is reflected as well in personnel matters on the individual campuses, where a chain of command is increasingly apparent. In increasing numbers, local administrators are ignoring the findings of internal committees charged with maintaining order in the academic community.

To someone whose work history does not include the security that tenured faculty have known in the University, and who has had to depend on collective bargaining for a measure of job security, the conditions under which tenured faculty work as represented in the Khoury case begin to look increasingly like one's own, were it not for the mediating influence of a union contract.

For instance, the Khoury case, admittedly a complex one and much rehearsed in several newspapers, goes back to a sabbatical the professor took in 1988, but strangely enough

begins only with charges brought several years later, in 1994. The Committee on Privilege and Tenure, the principal adjudicative body of the faculty senate and the most probative, concluded after a study of the available evidence, that the terms and conditions of the Professor Khoury's sabbatical contract were not in conflict with University rules, but that in any case no real investigation could be made because two of the principal participants in the initial events, a former UCR chancellor and a dean of the college, had died. Moreover, the memories of those able to testify, six years after the events, might now prove unreliable.

Despite exoneration of Professor Khoury by Privilege and Tenure, however, Chancellor Orbach pursued his campaign for Khoury's demotion, which President Atkinson acceded to last fall, even though the chair of Privilege and Tenure had reiterated the committee's decision in an attempt to counteract the chancellor's intransigence.

At Khoury's request, meanwhile, the local board of UC-AFT heard the professor's case and agreed to support it with its own memorandum to President Atkinson. Because Khoury's petitions within the University failed to protect him, he sought redress in the courts, which reversed the demotion, unusual if not unprecedented in the University of California.

The vulnerability in the workplace of employees like Khoury originates in the gentlemen's agreement between faculty and administration, a mutual obligation to abide by the decisions of internal committees, which in the past have carried so much authority because of the respect each of the parties has had for each other.

But as the Khoury case has shown, no obligation exists to abide by these conditions; they are advisory only, and to the surprise of nearly everyone, and the shock of some, the committee's decision and recommendation could be ignored, and was, resulting in a fellow employee's demotion by an authority many did not know to exist. The safeguards in place, it should now be clear, are inadequate to combat administrative hostility.

Cases such as Khoury's, where the University as employer has deprived a tenured faculty member of rights pertaining to his or her employment, are increasingly common in the UC system. There are now several such cases

before the University Council of the Arts. These of course are likely to be only the beginning. With the distance between employer and employee now increasing within the University, ladder faculty are likely in the future to find themselves, like members of Units 17 and 18, adversaries of an administration that would disregard their well being entirely, if allowed.

It is even likely that in the escalating demand for the "reform" of tenure, tenured faculty's chief adversaries will be the very administrators on whose largesse they have depended in the past. If so, cases like Khoury's will have been warnings that tenured faculty, like the rest of us, need union safeguards. To join the UC-AFT and to begin learning how you can protect yourself, complete the attached membership form and bring it to one of the officers of Local 1966.

STEPHANIE KAY NAMED NON-SENATE DISTINGUISHED TEACHER OF THE YEAR

LINDA STRAHAN

Stephanie Kay was named in March 1997 as the recipient of the Non-Senate Distinguished Teacher Award for 1995-96. Her career as a lecturer in the English Department at UCR began in 1988. As a full-time lecturer, teaching a course load of nine classes per academic year, Stephanie Kay has had the opportunity to teach a wide variety of classes.

Although the majority of the courses she teaches have been in the composition program, English 1A, 1B, and 1C, each year she also teaches a literature class, either English 14 or English 30, and several Subject A courses.

In addition to her teaching, Stephanie Kay has also served the department as the Assistant Director of English 1 and presently is the Director of the Writing Resource Center. The two director positions have called heavily on her teaching skills and knowledge of pedagogy: the training of teaching assistants and tutors is the primary responsibility of

the AFT
en employ
thin
the nee
units
n

actors in both positions. In fact, Stephanie has often served as a mentor teacher and has trained more teaching apprentices than any other instructor in the English Department. She is both a teacher of students and a teacher of teachers.

Stephanie Kay's confessed "missionary zeal for my profession" is made obvious by her willingness to engage in teaching in such a variety of situations. She sees teaching as a "socially committed act" and feels teachers have a responsibility to allow students the opportunity to read culture through exposure to the methodologies of the academic disciplines. In her composition classes, this philosophy translates into readings and assignments that "make students aware of the power of all languages and images, visual, oral, and written, to persuade."

She uses newspapers and daily writing assignments to construct workshops "which help students to examine the biases and assumptions of their own writing." It is her goal to provide a classroom where "the struggle between theory and practice engages the students to think about their place in the world as they read the culture around them."

At every educational institution where Stephanie Kay has been a teacher, she has been a member and strong supporter of the union. As she explains, "Teachers perform an important social function. We can't fully do our job if we don't understand our own place in the social structure, most significantly in the economic social relations of the university hierarchy. As lecturers, we are workers, not self-employed entrepreneurs."

"Social commitment in this sense means teaching students the relationship of knowledge to power and understanding our own relationship to power. We gain power and understanding through our solidarity with other worker-lecturers, and unions provide us with the best forum for exercising that power. Teaching as a socially committed act, therefore, requires our own engagement in the social world, not just as bourgeois individualists but as union members and social activists. Power to the people!"

CASE/UAW CARD DRIVE COMPLETED

UC-AFT congratulates CASE/UAW (Coalition of Allied Student Employees/United Autoworkers) on its successful card drive, recently completed after months of hall-walking and door-knocking. The goal of the new union was to sign up a majority of graduate student teaching employees-- TAs, readers, tutors, and other academic student employees. Signing a card indicated an interest in unionizing.

When the cards have been certified by PERB (Public Employment Relations Board), the UCR administration will be notified that CASE/UAW is eligible for recognition as the union representing academic student employees.

Given experiences at other UC campuses, it is doubtful that the UCR administration will immediately recognize the rights of its graduate students to organize. CASE/UAW, however, is led by a dedicated and enthusiastic group which will never take no for an answer. Their energy and commitment is a model to all union members.

Although the UC-AFT has no affiliation with CASE/UAW, Local 1966 supports efforts at unionizing throughout UC and wishes CASE the best of luck. See the following article by Joseph Orosco, a TA in the Philosophy Department, on CASE/UAW's goals.

GETTING CONCRETE: WHERE CASE GOES FROM HERE

JOSEPH OROSCO

CASE/UAW seeks to ensure that Academic Student Employees (ASEs) can fulfill the duties of our various roles. We are educators and responsible working adults, who want to make sure that we can continue to pursue our research interests, offer quality education to our students, and provide for our loved ones. Labor unions have always tried to deal with 'bread and butter' issues that affect the livelihoods of working people and CASE/UAW is no different.

We plan to work toward a contract that

**GETTING TO KNOW YOUR M
ARTICLE VII, SECTIONS C -- P
SIX YEARS OF SERVICE -- AND
PROCEDURES FOR
DEPARTMENTAL REVIEW**

After re
mmittee, and
give you a
Sec. F4.
to th
con

BARBARA GABLE

will secure the fee remissions and employee health insurance ASEs now enjoy, which amount to approximately \$900 per quarter. These benefits were first negotiated by unionized TAs at UC Berkeley in the late 1980s and were later implemented throughout the UC system. We seek not only to protect these benefits from any cuts but we hope to improve the health care package to cover our dependents as well. According to recent Graduate Student Association surveys, most graduate students would like their health benefits to include spouses and children.

Other goals include improving the university grievance procedures for cases dealing with sexual harassment or racial discrimination, so that individuals can have their complaints heard in a fair and impartial manner. There is, at present, no office or organization on campus authorized to initiate a complaint on behalf of an individual.

Also, CASE/UAW wants to be able to negotiate smaller student-to-educator ratios across campus. Enrollment at UCR is expected to increase substantially over the next five years. Already, many people are starting to see cramped labs and discussion sections, where there are not enough desks in the classroom or equipment in the labs. Large classes are simply not fair, either to the ASEs who teach them or the students who take them.

To sum up: those of us in CASE/UAW believe that we can do our jobs much better when we don't have to take teaching positions outside UCR to make ends meet or to buy insurance packages to cover our dependents. Our instruction can improve if we know that there are impartial procedures within the workplace to protect us from any form of unfair treatment. And we know we can complete our own work alongside our students if we keep the size of our sections and labs manageable.

These are just some of the goals that are part of the union's vision. Most importantly, we realize that part of what it means to be a democratic organization is to be responsive to the concerns of the people whose interests are being represented. Our future goals will come from the members of CASE/UAW, and they will make UCR a better place for working adults.

Last fall the *Slateboard* began a series on the heart of the Unit 18 Memorandum of Understanding (MOU): Article VII -- Appointment. We have so far covered Sections A -- General Provisions and B -- Initial Appointment and Reappointment, as well as Section E -- Evaluation Criteria. (Contact Barbara Gable in the English Department if you would like copies of these articles.) Now we finish the series by looking at Section C -- Post Six Years of Service -- and Section F -- Procedures for Departmental Review.

Section C of Article VII outlines the process for reappointment of lecturers after six years or eighteen quarters of employment, in other words for those who have already had a sixth year review. The University has set up a strict timetable covering the steps of the review process, a copy of which is available in your department office. This timetable responds to Sec. F.2, a pledge that you will know what is happening and when it will happen.

The process starts in the fall of the second year of your current three-year contract. First of all, your department writes a letter to the dean of your college, establishing a need for your services for another three-year period. If this "needs request" is approved, your review begins. You will be given a month or two to prepare your file. Look carefully at the lists in Sec. C.2b and Sec. E.3 to see what sorts of material you should place in your file. (See Winter quarter's *Slateboard* for specific advice on building files.)

Now let's jump ahead to Section F.1, which outlines possible procedures to be used by a department in evaluating all lecturer files. Your department already uses one of these three procedures: a departmental committee including at least one lecturer representative, the department chair alone, or a committee working from existing evaluation procedures. Find out which procedure your department uses. If you feel that the procedure used in your department is unfair, speak up and contact a union representative. Such policies are not

UC-AFT
LOCAL 1966 OFFICERS

men in stone and can be changed by your department.

After reviewing your file, the departmental committee, and in most departments it is a committee and not the chair acting alone, will give you a copy of its evaluation, according to Sec. F4. If you wish, you may write a response to this letter, an especially good idea if it contains anything negative with which you disagree. The evaluation letter is then forwarded to the department chair.

Now let's return to Section C. If the departmental committee votes to recommend you for another three-year appointment, your file is brought for a vote before the entire department, including all lecturers who have already gone through the six-year review. If the department approves the committee's decision, as it usually does, the recommendation is sent to the dean of your college. If he or she makes no objection to your reappointment, it is forwarded to the Executive Vice-chancellor, according to university policy which has been modeled on tenure-track review procedures.

The winding of your file through the mysterious labyrinth of the administration may take several months. It is in this maze that all recent problems with lecturer contracts at UCR have occurred, at the level of the dean's office or higher. If all goes well, you will be notified of your reappointment in the spring quarter, receiving a new contract by July 1 which will go into effect the following July 1.

Now comes the scary part. What if you receive a letter saying that you will not be reappointed for another three year contract? First of all, read Sec. C.3 and 4 of Article VII. Then contact a union officer immediately. An appeal may be possible, but timeliness is essential. In case of procedural violations a grievance may also be filed, but again time limits must be followed. The union has been successful at appealing denials of contract renewals in several recent cases. We can do nothing, however, for the person who waits too long to file an appeal. Let's hope that with a strong file, a fair department, and reasonable administrators, you will never have to worry about Sections C.3 and 4. Stay in touch with your union representatives and let one of us know if you have any questions or problems.

UC-AFT LOCAL 1966 OFFICERS

President: Arlen Appleford, English
Vice-president: Barbara Bennett, Music
Treasurer: Barbara Gable, English
Secretary: Deloy Simper, English
Librarian representative:
 Dick Vierich, Bioag Library
Senate Faculty representative:
 Dave Fairris, Economics
Grievance Committee:
 Dick Vierich, Bioag Library
 Cynthia Tuell, English
 Barbara Bennett, Music

ABOUT THE SLATEBOARD

This newsletter is funded by Local 1966 of the University Council-American Federation of Teachers. It appears quarterly and is distributed to all teaching faculty, librarians, and union local presidents on the UCR campus. The editors will print articles on labor relations and other matters of interest to these groups.

The editorial board is made up of members of Local 1966. Opinions are those of the authors and do not necessarily reflect those of the editorial board. We encourage submissions of articles and letters from other members of the campus community. Bring items to the editor, Barbara Gable, English.

UC-AFT MEMBERSHIP FORM

Full Campus Address: _____
Campus Phone: _____
Home Address: _____
Home Phone: _____

UC-AFT dues are .00969 of gross monthly salary for Academic Senate faculty and academic researchers who do not have exclusive representation. Dues are .01069 of gross monthly salary for librarians and non-senate faculty who have exclusive representative. In either case, dues are capped at \$48.00. Dues will be deducted each month from your payroll check. Dues paid to UC-AFT may be deductible for federal tax purposes. Please check with your tax consultant. \$48.50

EMPLOYMENT ORGANIZATION MEMBERSHIP PAYROLL DEDUCTION AUTHORIZATION

UPAY 669 (10/80)

PLEASE
PRINT
OR
TYPE

CAMPUS			LOC	EMPLOYEE I.D.	DATE	
ACTION ON THIS FORM TO BECOME EFFECTIVE THE PAY PERIOD BEGINNING:			DATE			
MONTHLY DEDUCTION						
LAST NAME	FIRST	MIDDLE INITIAL		ENROLL	CANCEL	CURRENT AMOUNT
DEPARTMENT EMPLOYED AT U.C.			DUES	<input checked="" type="checkbox"/>		
TITLE AT U.C.			INITIATION FEES			
ORGANIZATION NAME (INCLUDE LOCAL NAME AND NUMBER)			GENERAL ASSESSMENT			
					TOTAL	

I authorize The Regents of the University of California to withhold monthly or cease withholding from my earnings as an employee, membership dues, initiation fees and general assessments as indicated above.

I understand and agree to the arrangement whereby one total monthly deduction will be made by the University based upon the current rate of dues, initiation fees, and general assessments. I ALSO UNDERSTAND THAT CHANGES IN THE RATE OF DUES, INITIATION FEES AND GENERAL ASSESSMENTS MAY BE MADE AFTER NOTICE TO THAT EFFECT IS GIVEN TO THE UNIVERSITY BY THE ORGANIZATION TO WHICH SUCH AUTHORIZED DEDUCTIONS ARE ASSIGNED AND I HEREBY EXPRESSLY AGREE THAT PURSUANT TO SUCH NOTICE THE UNIVERSITY MAY WITHHOLD FROM MY EARNINGS AMOUNTS EITHER GREATER THAN OR LESS THAN THOSE SHOWN ABOVE WITHOUT OBLIGATION TO INFORM ME BEFORE DOING SO OR TO SEEK ADDITIONAL AUTHORIZATION FROM ME FOR SUCH WITHHOLDINGS.

The University will remit the amount deducted to the official designated by the organization.

This authorization shall remain in effect until revoked by me — allowing up to 30 days time to change the payroll records in order to make effective this assignment or revocation thereof — or until another employee organization becomes my exclusive representative.

It is understood that this authorization shall become void in the event the employee organization's eligibility for payroll deduction terminates for any reason. Upon termination of my employment with the University, this authorization will no longer be in effect.

This authorization does not include dues, initiation fees and general assessments to cover any time prior to the payroll period in which the initial deduction is made. Payroll deductions, including those legally required and those authorized by an employee are assigned priorities. In the event there are insufficient earnings to cover all required and authorized deductions, it is understood that deductions will be taken in the order assigned by the University and no adjustment will be made in a subsequent pay period for membership dues, initiation fees and general assessments.

EMPLOYEE SIGNATURE

DATE

FOR UNIVERSITY USE ONLY

TRAN CODE	EMPLOYEE ID NO.	DATE	ELEMENT NO.	BAL CO	AMOUNT										
1	2	4	12	13	18	19	22	23	24	30					
			MO	DY	YR										
X1			.	.		6		G	.	.	.	.	.	.	.
X1			.	.		6		G	.	.	.	.	.	.	.
X1			.	.		6		G	.	.	.	.	.	.	.

RETENTION: 1 YEAR AFTER INACTIVE — ACCOUNTING OFFICE